

## **AGREEMENT TO PROVIDE FINANCIAL/ACCOUNTING SERVICES TO BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT**

This agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Beach Erosion Authority for Clean Oceans and Nourishment, a Joint Powers entity ("BEACON") and is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, with respect to the following:

**WHEREAS**, BEACON is in need of financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, the Auditor-Controller, as specified in the joint powers agreement, has been and is currently providing financial and accounting services to BEACON and BEACON desires to continue to receive those services through the Auditor-Controller's Office; and

**WHEREAS**, the Auditor-Controller is authorized to provide financial and accounting services to BEACON at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

**NOW THEREFORE**, to accomplish these objectives, County and BEACON enter into this service agreement ("Agreement"), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July 1, 2005, to and including June 30, 2006. This Agreement will renew each fiscal year thereafter with an annual amendment for each fiscal year's costs to update Section 3 of this agreement and as agreed to by both parties. Early termination may be made by either party upon ninety (90) days notice in writing.
2. **Scope of Services.** The County of Ventura, through the Auditor-Controller's Office, shall provide general financial and accounting services as requested by BEACON, including but not limited to: providing monthly financial statement reports from the Ventura County Financial Management System, budgetary and financial and accounting review services, payment of authorized claims and cash receipt transactions, enforcement of internal controls on the funds of BEACON, and liaison with BEACON management. In addition, County can provide Request for Proposal services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this agreement. Said services shall be provided only in the event BEACON continues to deposit its funds in the County of Ventura Treasury.
3. **Accounting Services and Costs.**
  - a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement or renewal of the Agreement, the billing rate will be the Auditor-Controller various contract service rates adopted by the Board of Supervisors of the County effective during the term of the agreement.
  - b. **Other Accounting Services.** The costs for accounts payable services shall be charged at a flat fee based on the prior year actual cost allocation plan (CAP) allocation for these services. The 2005 CAP allocation will be the basis for fiscal year 2005-06 charges, etc. Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an additional cost to be agreed to in advance by both parties to this Agreement.
  - c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the Board of Supervisors and the Ventura County Auditor-Controller. The billing shall be presented with task and hours detail on the calendar quarter paid by journal voucher cosigned by the BEACON Executive Director.

4. Fiscal year 2005-06 Contract Costs. Accounting services costs for 2005-06 are not to exceed \$22,000 including accounting and accounts payable charges. Actual costs in excess of \$22,000 will be reimbursed in the subsequent fiscal year.
5. **Policies and Procedures.** BEACON agrees that, for the services rendered under this contact, the Auditor-Controller will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for BEACON authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.
6. **Communication.** The Auditor-Controller shall maintain an ongoing relationship with BEACON by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The Auditor-Controller will meet annually with the BEACON Executive Officer to review the services provided.
7. **Indemnification.** County and BEACON shall each defend, indemnify and hold harmless each other, as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement, from any claims, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.
8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.
9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
10. **Venue.** The venue for any legal action filed by either party in State court to enforce any provision of this Agreement shall be Ventura County, California.
11. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto and effective as of July 1, 2005.

COUNTY OF VENTURA , a political  
Subdivision of the State of California

BEACON, a California Joint Powers  
Agency

By:

Name:

CHRISTINE L. COHEN

Title:

AUDITOR-CONTROLLER

Date:

By:

Name:

Title:

Chair, BEACON

Date:

Attest:

By:

Name:

Brian Brennan

Title:

Executive Director

Date: